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1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
 2 A Limited Liability Partnership
 3 Including Professional Corporations
 MICHAEL H. AHRENS, Cal. Bar No. 44766
 STEVEN B. SACKS, Cal. Bar No. 98875
 JEFFREY K. REHFELD, Cal. Bar No. 188128
 ORI KATZ, Cal. Bar No. 209561
 Four Embarcadero Center, 17th Floor
 San Francisco, California 94111-4106
 Telephone: 415-434-9100
 Facsimile: 415-434-3947
 Email: mahrens@sheppardmullin.com
 jrehfeld@sheppardmullin.com
 okatz@sheppardmullin.com

Proposed Attorneys for The Billing Resource,
 dba Integretel

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION

In re THE BILLING RESOURCE, dba Integretel, a California corporation, Debtor. Tax ID: 33-0289863	Case No. 07-52890 Chapter 11 STIPULATION BETWEEN DEBTOR AND DAVID R. CHASE AS RECEIVER REGARDING PLACEMENT OF FUNDS INTO A SEGREGATED, BLOCKED BANK ACCOUNT AND STAY OF CERTAIN LITIGATION PROCEEDINGS Date: September 26, 2007 Time: 2:15 p.m. Place: United States Bankruptcy Court 280 South First Street San Jose, California Judge: Hon. Arthur S. Weissbrodt Courtroom: 3020
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RECITALS

2 A. On February 27, 2006, the Federal Trade Commission (the "FTC") commenced a
3 lawsuit (the "Florida Action") in the United States District Court for the Southern District of
4 Florida (the "Florida Court") against Nationwide Connections, Inc. ("Nationwide"), Access One
5 Communications, Inc. ("Access One") and Network One Services, Inc. ("Network One"), three
6 AOS providers, as well as their principals, alleging deceptive and unfair practices for unauthorized
7 billing of charges on phone bills – referred to as "cramming" – in violation of the Federal Trade
8 Commission Act. The Florida Action is captioned Federal Trade Commission v. Nationwide
9 Connections, Inc., et al., Case No. 06-80180-Civ-Ryskamp, United States District Court for the
10 Southern District of Florida.

11 B. The Florida Court entered in the Florida Action a temporary restraining order and
12 later a preliminary injunction.

13 C. The Florida Court in the Florida Action appointed David R. Chase as receiver (the
14 "Receiver") for Nationwide, Access One and Network One and certain of their affiliates.

15 D. On September 25, 2006 the Florida Court filed an "Amended Preliminary
16 Injunction Order."

17 E. On or about September 21, 2006, the FTC filed an amended complaint in the
18 Florida Action which included claims against the Debtor and another billing aggregator. The
19 Debtor filed an answer denying the FTC's allegations.

20 G. The Receiver filed a motion in the Florida Action asking that the Debtor be
21 required to show cause why it should not be held in contempt for not turning over to the Receiver
22 upon his demand certain reserves withheld from Access One and Network One. The Debtor filed
23 a response opposing such relief on numerous grounds.

H. On September 14, 2007, the Florida Court issued its "Omnibus Order" (the "Omnibus Order") which provided as follows:

26 Integretel shall show cause in writing within 10 days of the
27 date of this Order why it should not be held in contempt for
28 failure to turn over the reserves. In addition, Integretel shall
provide a sworn statement identifying the amount of reserves
as of the issuance of the TRO. The Court further orders that

these funds shall be placed in a segregated receivership account.

I. On September 16, 2007, the Debtor filed a voluntary petition for relief under chapter 11, title 11 of the United States Code, commencing bankruptcy case number 07-52890 (the "Bankruptcy Case") in the Bankruptcy Court for the Northern District of California – San Jose Division (the "Bankruptcy Court").

J. The Debtor continues to operate and manage its business as a debtor in possession pursuant to 11 U.S.C. §§ 1107 and 1108.

9 K. The Debtor filed in the Bankruptcy Case an emergency motion to use cash
10 collateral (as such motion was revised and amended, the "Cash Collateral Motion"). The Receiver
11 opposed the Cash Collateral Motion. An initial hearing on the Cash Collateral Motion was held
12 on September 21, 2007.

13 L. On September 21, 2007, the Florida Court entered its "Order Granting Motion For
14 Clarification As To Scope Of Stay." In that order, the Florida Court stated that the Omnibus Order
15 required the Debtor to immediately transfer the current reserve amount (\$1,762,762.56) to the
16 Receiver.

17 M. A continued hearing was held on the Debtor's Cash Collateral Motion on
18 September 26, 2007. At that hearing, the Receiver agreed to withdraw his opposition to the
19 Debtor's Cash Collateral Motion based upon an agreement between the Debtor and the Receiver
20 which is the subject of this Stipulation.

21 N. The parties wish to resolve their disputes, at least on a temporary basis as set forth
22 in this Stipulation, regarding the Debtor's interim use of cash collateral and the contempt
23 component of the Florida Action.

STIPULATION

25 NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED, BY AND
26 BETWEEN THE DEBTOR AND THE RECEIVER, THROUGH THEIR RESPECTIVE
27 COUNSEL OF RECORD IN THE BANKRUPTCY CASE, AS FOLLOWS:

1. The Debtor shall as soon as practicable deposit or transfer the sum of

1 \$1,762,762.56 (the "Disputed Funds") into a segregated, blocked, debtor in possession bank
 2 account of the Debtor in the name of the Debtor as debtor in possession (the "Blocked Account").
 3 Neither the Debtor nor any party shall be authorized to remove any funds from the Blocked
 4 Account without a prior, written order of the Bankruptcy Court authorizing the removal of any
 5 such funds. No advantage or prejudice shall arise in favor of any person, including the Debtor, the
 6 Receiver, or any other party by the Debtor's deposit or transfer of the Disputed Funds into the
 7 Blocked Account, including without limitation that no implication as to ownership, possession,
 8 liens or other claims of right shall arise in any person's favor with respect to the Disputed Funds
 9 by the Debtor's placement of the Disputed Funds into the Blocked Account. All parties reserve all
 10 of their rights, claims and defenses with respect to the Disputed Funds, and nothing in this
 11 Stipulation or the order approving this Stipulation shall in any way affect the merits of such
 12 parties' rights, claims and defenses. The Debtor and the Receiver agree that the terms of the
 13 "Order Approving Emergency Motion For Order Authorizing Use Of Existing Cash Management
 14 System And Bank Accounts" (the "Cash Management Order") and the "Order Approving Interim
 15 Use Of Cash Collateral And Granting Replacement Liens And Approving First Amended
 16 Stipulation With PaymentOne Corporation Regarding Use Of Cash Collateral And Adequate
 17 Protection On An Interim Basis" (the "Interim Cash Collateral Order") shall be deemed amended
 18 and/or revised to the limited extent necessary to effectuate the Debtor's deposit or transfer of the
 19 Disputed Funds into the Blocked Account.

20 2. The Debtor and the Receiver will promptly take appropriate steps to obtain the
 21 entry of an agreed order in the Florida Action, the operative language of which shall state (in its
 22 entirety) as follows:

23 ORDERED AND ADJUDGED that in light of Integretel's placement of
 24 \$1,762,762.56 into a segregated, blocked account that is being supervised
 25 by the Bankruptcy Court, without waiver or prejudice to any party's
 26 claims, and in light of Integretel's agreement that it cannot and will not
 27 remove any portion of such funds absent prior, written order from the
 28 Bankruptcy Court, the Omnibus Order dated September 13, 2007 and
 entered September 14, 2007 [DE 610] is hereby stayed through October
 17, 2007 insofar as it relates to Integretel only, as are all proceedings to
 enforce the Omnibus Order vis-à-vis Integretel only (including but not
 limited to the issuance of a contempt order and/or the payment deadline
 established in the Court's "Order Conditionally Granting Integretel's

1 Emergency Motion for Stay Pending Appeal").

2 ORDERED AND ADJUDGED that the temporary stay of the Omnibus
3 Order referred to above does not stay the continued litigation of the FTC's
4 claims under the FTC Act, even as to Integretel, which is unaffected by
this Order. Further, the temporary stay of the Omnibus Order referred to
above has no effect on defendant BSG's obligation to comply with the
Omnibus Order (including but not limited to the payment deadline).

5 3. This Stipulation shall remain in effect until further order of the Bankruptcy Court,
6 but the parties agree not to seek to terminate or modify this Stipulation as of a date before October
7 15, 2007.

8 4. This Stipulation is subject to Bankruptcy Court approval. The parties agree to
9 promptly seek an order from the Bankruptcy Court approving this Stipulation.

10 11 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

12 Dated: October 1, 2007

13 By: /s/ Steven B. Sacks
14 MICHAEL H. AHRENS
15 STEVEN B. SACKS
16 JEFFREY K. REHFELD

17 Attorneys for The Billing Resource, dba Integretel

18 19 DANNING, GILL, DIAMOND & KOLLITZ, LLP

20 Dated: October 1, 2007

21 By: /s/ Walter K. Oetzell
22 WALTER K. OETZELL

23 Attorneys for David R. Chase, Federal Receiver of
24 Access One Communications, Inc. and Network One Services,
Inc.